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OF COUNSEL
URBAN A. LESTER

June 11, 2009

27036-CCCC
RECORDATION NO. 27036-CCCC

JUN 11 '09 -3 4 5 PM

SURFACE TRANSPORTATION BOARD

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Re: TRIP 21st Funding

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of June 11, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-ZZZ.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Seller/Assignor: Trinity Tank Car, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esq.
June 11, 2009
Page 2

A description of the railroad equipment covered by the enclosed document is:

128 railcars:

TILX 100830 – TILX 100844
TILX 100870 – TILX 100929
TILX 110477 – TILX 110485
TILX 110496
TILX 110527 – TILX 110528
TILX 210154 – TILX 210164
TILX 263120 – TILX 263161 (not inclusive)
TILX 303664 – TILX 303668
TILX 303689 – TILX 303713

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

JUN 11 '09 -3 4 5 PM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

TRINITY TANK CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

* * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 11th day of June, 2009.

TRINITY TANK CAR, INC

By: 

Name: James E. Perry

Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company,
its Manager

By: 

Name: Thomas C. Jardine

Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY TANK CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY TANK CAR, INC.

WITNESS my hand and official seal this 11th day of June, 2009.

Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



ACKNOWLEDGMENT

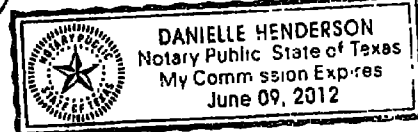
STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Thomas C. Jardine, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 11th day of June, 2009.

Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



SCHEDULE A
to Bill of Sale and Assignment
and Assumption Agreement

RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;
PURCHASE AMOUNT¹

[see attached]

¹ Purchase Amount: The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

TRIP RAIL LEASING LLC
Close 21

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX100830	4087	December-08	Tank
2	TILX100831	4087	December-08	Tank
3	TILX100832	4087	December-08	Tank
4	TILX100833	4087	December-08	Tank
5	TILX100834	4087	December-08	Tank
6	TILX100835	4087	December-08	Tank
7	TILX100836	4087	December-08	Tank
8	TILX100837	4087	December-08	Tank
9	TILX100838	4087	December-08	Tank
10	TILX100839	4087	December-08	Tank
11	TILX100840	4087	December-08	Tank
12	TILX100841	4087	December-08	Tank
13	TILX100842	4087	December-08	Tank
14	TILX100843	4087	December-08	Tank
15	TILX100844	4087	December-08	Tank
16	TILX100870	4087	February-09	Tank
17	TILX100871	4087	February-09	Tank
18	TILX100872	4087	February-09	Tank
19	TILX100873	4087	February-09	Tank
20	TILX100874	4087	February-09	Tank
21	TILX100875	4087	February-09	Tank
22	TILX100876	4087	February-09	Tank
23	TILX100877	4087	February-09	Tank
24	TILX100878	4087	February-09	Tank
25	TILX100879	4087	February-09	Tank
26	TILX100880	4087	February-09	Tank
27	TILX100881	4087	February-09	Tank
28	TILX100882	4087	February-09	Tank
29	TILX100883	4087	February-09	Tank
30	TILX100884	4087	February-09	Tank
31	TILX100885	4087	February-09	Tank
32	TILX100886	4087	February-09	Tank
33	TILX100887	4087	February-09	Tank
34	TILX100888	4087	February-09	Tank
35	TILX100889	4087	February-09	Tank
36	TILX100890	4087	February-09	Tank
37	TILX100891	4087	February-09	Tank
38	TILX100892	4087	February-09	Tank
39	TILX100893	4087	February-09	Tank
40	TILX100894	4087	February-09	Tank
41	TILX100895	4087	February-09	Tank
42	TILX100896	4087	February-09	Tank
43	TILX100897	4087	February-09	Tank
44	TILX100898	4087	February-09	Tank
45	TILX100899	4087	February-09	Tank
46	TILX100900	4087	February-09	Tank

TRIP RAIL LEASING LLC

Close 21

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX100901	4087	February-09	Tank
48	TILX100902	4087	February-09	Tank
49	TILX100903	4087	February-09	Tank
50	TILX100904	4087	February-09	Tank
51	TILX100905	4087	February-09	Tank
52	TILX100906	4087	February-09	Tank
53	TILX100907	4087	February-09	Tank
54	TILX100908	4087	February-09	Tank
55	TILX100909	4087	February-09	Tank
56	TILX100910	4087	February-09	Tank
57	TILX100911	4087	February-09	Tank
58	TILX100912	4087	February-09	Tank
59	TILX100913	4087	February-09	Tank
60	TILX100914	4087	February-09	Tank
61	TILX100915	4087	February-09	Tank
62	TILX100916	4087	February-09	Tank
63	TILX100917	4087	February-09	Tank
64	TILX100918	4087	February-09	Tank
65	TILX100919	4087	February-09	Tank
66	TILX100920	4087	February-09	Tank
67	TILX100921	4087	February-09	Tank
68	TILX100922	4087	February-09	Tank
69	TILX100923	4087	February-09	Tank
70	TILX100924	4087	February-09	Tank
71	TILX100925	4087	February-09	Tank
72	TILX100926	4087	February-09	Tank
73	TILX100927	4087	February-09	Tank
74	TILX100928	4087	February-09	Tank
75	TILX100929	4087	February-09	Tank
76	TILX110477	36044	April-09	Tank
77	TILX110478	36044	April-09	Tank
78	TILX110479	36044	April-09	Tank
79	TILX110480	36044	April-09	Tank
80	TILX110481	36044	April-09	Tank
81	TILX110482	36044	April-09	Tank
82	TILX110483	36044	April-09	Tank
83	TILX110484	36044	April-09	Tank
84	TILX110485	36044	April-09	Tank
85	TILX110496	36044	April-09	Tank
86	TILX110527	8368	April-09	Tank
87	TILX110528	8368	April-09	Tank
88	TILX210154	2373	April-09	Tank
89	TILX210155	2373	April-09	Tank
90	TILX210156	2373	April-09	Tank
91	TILX210157	2373	April-09	Tank
92	TILX210158	2373	April-09	Tank

TRIP RAIL LEASING LLC
Close 21

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
93	TILX210159	2373	April-09	Tank
94	TILX210160	2373	April-09	Tank
95	TILX210161	2373	April-09	Tank
96	TILX210162	2373	April-09	Tank
97	TILX210163	2373	April-09	Tank
98	TILX210164	2373	May-09	Tank
99	TILX303664	56050	April-09	Tank
100	TILX303665	56050	April-09	Tank
101	TILX303666	56050	April-09	Tank
102	TILX303667	56050	April-09	Tank
103	TILX303668	56050	April-09	Tank
104	TILX303689	56050	April-09	Tank
105	TILX303690	56050	April-09	Tank
106	TILX303691	56050	April-09	Tank
107	TILX303692	56050	April-09	Tank
108	TILX303693	56050	April-09	Tank
109	TILX303694	56050	April-09	Tank
110	TILX303695	56050	April-09	Tank
111	TILX303696	56050	April-09	Tank
112	TILX303697	56050	April-09	Tank
113	TILX303698	56050	April-09	Tank
114	TILX303699	56050	April-09	Tank
115	TILX303700	56050	April-09	Tank
116	TILX303701	56050	April-09	Tank
117	TILX303702	56050	April-09	Tank
118	TILX303703	56050	April-09	Tank
119	TILX303704	56050	April-09	Tank
120	TILX303705	56050	April-09	Tank
121	TILX303706	56050	April-09	Tank
122	TILX303707	56050	April-09	Tank
123	TILX303708	56050	April-09	Tank
124	TILX303709	56050	April-09	Tank
125	TILX303710	56050	April-09	Tank
126	TILX303711	56050	April-09	Tank
127	TILX303712	56050	April-09	Tank
128	TILX303713	56050	April-09	Tank

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

SCHEDULE B
to Bill of Sale and Assignment
and Assumption Agreement

LEASES

[see attached]

TRIP RAIL LEASING LLC
Close 21

Schedule B

<u>Lessee Number</u>	<u>Lessee</u>	<u>Rider Number</u>
2373	BP AMOCO CHEMICAL CO	5
4087	E I DUPONT DE NEMOURS	23
36044	EQUA-CHLOR LLC	3
56050	MURPHY ENERGY CORPORATION	1
8368	OLIN CHLOR ALKALI PRODUCTS	13

SCHEDULE C

OTHER TRANSFERRED ASSETS

None

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/11/09



Robert W. Alvord